

ORDINANCE NO. 12-79

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA CONSENTING TO AN EXPANSION OF ITS GROUND LEASE WITH METRO PCS FLORIDA LLC TO INCLUDE 221 SQUARE FEET OF ADDITIONAL SPACE IN CONNECTION WITH ITS CO-LOCATION OF ITS WIRELESS COMMUNICATIONS FACILITY WITH AT& T ON THE MONOPOLE COMMUNICATIONS TOWER LOCATED AT McDONALD PARK, 7505 WEST 12 AVENUE, HIALEAH, FLORIDA, AND FURTHER AUTHORIZING THE MAYOR AND THE ACTING CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A FIRST AMENDMENT TO ITS CO-LOCATION WIRELESS COMMUNICATIONS FACILITY LEASE AGREEMENT WITH METRO PCS FLORIDA LLC, A DELAWARE LIMITED LIABILITY COMPANY, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1"; FOR AN ANNUAL RENTAL FEE OF \$10,200.00, WITH A 5% ANNUAL INCREASE EACH YEAR; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to a Co-Location Wireless Communications Facility Lease Agreement dated June 11, 2008, MetroPCS Florida, LLC co-located its communications facility on a tower located at McDonald Park, 7505 West 12 Avenue, Hialeah, Florida on a tower leased to the City by AT&T; and

WHEREAS, Metro PCS Florida LLC ("Metro PCS") desires to lease an additional 221 square feet from the City of Hialeah to enhance its communications facility; and

WHEREAS, Metro PCS desires to enter into a first amendment to its co-location wireless communications facility lease agreement with the City of Hialeah lease agreement with the City and the City likewise agrees to enter into the same agreement for an annual fee in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this ordinance are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby consents to An expansion of its ground lease with Metro PCS Florida LLC to include 221 square feet of additional space in connection with its co-location of its wireless communications facility with AT&T on the monopole communications tower located at McDonald Park, 7505 West 12 Avenue, Hialeah, Florida, and further authorizes the Mayor and the Acting City Clerk, as attesting witness, on behalf of the City, to enter into a First Amendment to its Co-Location Wireless Communications Facility Lease Agreement with Metro PCS Florida LLC, a Delaware limited liability company, a copy of which is attached hereto and made a part hereof in substantial form as Exhibit "1", for an annual rental fee of \$10,200.00, with a 5% annual increase each year.

Section 3: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: Penalties.

Every person violating any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be assessed with a civil penalty not to exceed \$500.00 within the discretion of the court or administrative tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty described above, the City may pursue other

remedies such as abatement of nuisance, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 5: Severability Clause.

If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

Section 6: Effective Date.

This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED and ADOPTED this 28 day of November, 2012.


THE FOREGOING ORDINANCE
OF THE CITY OF HIALEAH WAS
PUBLISHED IN ACCORDANCE
WITH THE PROVISIONS OF
FLORIDA STATUTE 166.041
PRIOR TO FINAL READING.



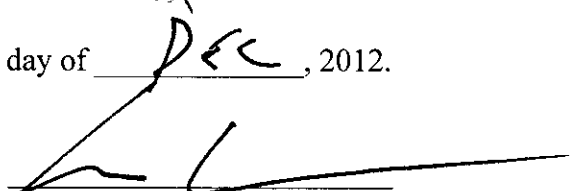
Isis Garcia Martinez
Council President

Attest:

Approved on this 3 day of Dec, 2012.



Carmen Hernandez, Acting Deputy City Clerk



Mayor Carlos Hernandez

Approved as to form and legal sufficiency:



William M. Grodnick, City Attorney

S:\WMG\LEGISLAT\ORD\Ordinance 2012\communicationtowercollocationagreementmetropesfirstamendment2012.docx

Ordinance was adopted by a 6-0 vote with Council Members, Caragol, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes", Council Member Casals-Munoz "No".

**FIRST AMENDMENT TO CO-LOCATION WIRELESS COMMUNICATIONS FACILITY
LEASE AGREEMENT**

This First Amendment is attached to and made a part of the Co-Location Wireless Communications Facility Lease Agreement [the "Agreement"] dated June 11, 2008, by and between City of Hialeah, a Florida municipal corporation (herein called "Owner") and MetroPCS Florida, LLC, a Delaware limited liability company (herein called "MetroPCS").

In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions herein shall control. Except as set forth below, all provisions of the Agreement remain unchanged and in full force and effect.

Whereas, Owner owns the rights to a certain communication tower and leases a certain portion of that space located at 7505 W 12th Avenue, Hialeah, FL 33014, also known as McDonald Park (the "Property"); and

Whereas, Owner and MetroPCS entered into the Agreement for the use of a certain portion of the Property; and

Whereas, MetroPCS desires to modify its ground space on the Property to include new equipment cabinets ("Modified Equipment").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Owner and MetroPCS agree and acknowledge that the Authorized Area, as defined in the Agreement, will be expanded by Two hundred twenty one (221) square feet (a 13 x 17 square foot area) for the placement of equipment cabinets.
2. Owner and MetroPCS agree and acknowledge that Exhibit B to the Agreement is hereby deleted in its entirety as of the date this First Amendment is fully executed and shall be replaced with Exhibit B-1 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between Exhibit B and Exhibit B-1 set forth in the Agreement, the Exhibit B-1 shall control.
3. In consideration of Owner allowing MetroPCS to expand the Authorized Area, MetroPCS shall pay an additional rental fee of Eight Hundred Fifty Dollars and 00/100 Dollars (\$850.00) per month ("Increase") beginning on the first day of the month following the commencing of installation of the new equipment (the "Increase Date"). The Increase shall be separate from the Rental Fee, and shall be adjusted as of the first (1st) anniversary of the Increase Date and every anniversary thereafter during the current Term and all Renewal Terms by an increase of five percent (5%) of the Increase paid during the previous year. The Increase is to be calculated apart and separate from the Rental Fee set forth in the Agreement.
4. All other terms and provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the ____ day of _____, 2012.

OWNER:

Signed, sealed and delivered in the
presence of:

City of Hialeah
a Florida municipal corporation

Witness

By: _____

Name: _____

Witness

Title: _____

Date: _____

METROPCS:

Signed, sealed and delivered in the
presence of:

MetroPCS Florida, LLC., a
Delaware limited liability company

Witness

By: _____

Name: _____

Witness

Title: _____

Date: _____

APPROVED
By Mhamed Rebgul at 9:18 am, Oct 16, 2012

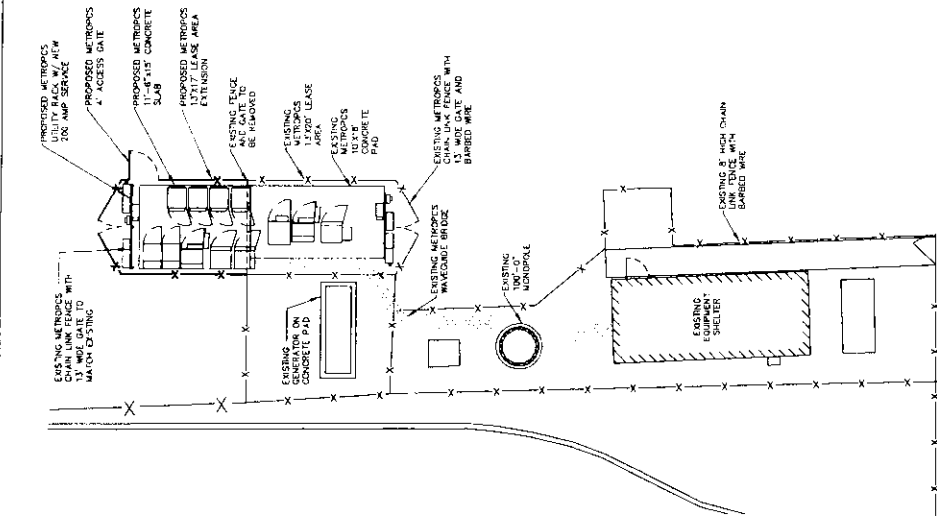


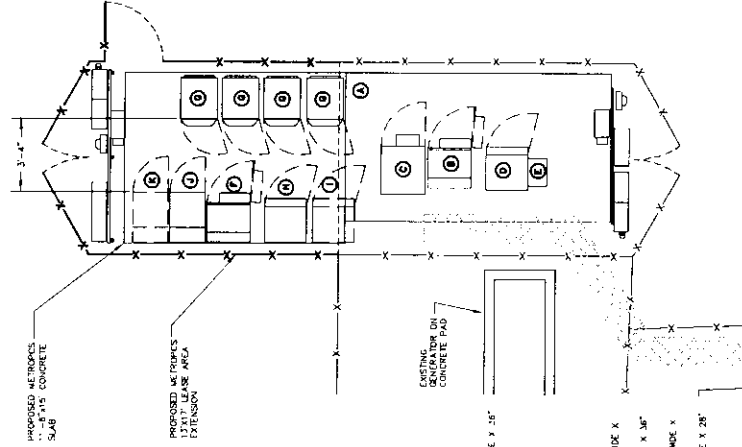
EXHIBIT B-1

Drawing Name: A:\WP0-CRM\CELL SITE\WV\WC5\06817157 DAS HUB -WB-V2-706\JC\ C-1 Oct 15, 2012 4:44pm by dbr@att.net

LEGEND

- | | | | | | | | | | | | | | | | | | | | |
|---|--|---|--|---|--|---|--|---|--|---|--|----|--|----|--|----|--|----|---|
| 4 | EXISTING 408 COMA CABINET
34" WIDE X 40" DEEP
72" TALL TO REAR | 5 | EXISTING BATTERY CABINET
12" WIDE
12" TALL | 6 | EXISTING 12" CABINET (12" WIDE X 12" TALL) TO REAR | 7 | EXISTING 408 COMA
34" WIDE X 40" DEEP
72" TALL | 8 | PROPOSED 80A-72 BATTERY
34" WIDE X 72" TALL | 9 | PROPOSED 80A-72 BATTERY
34" WIDE X 72" TALL | 10 | PROPOSED 12" CABINET (12" WIDE X 12" TALL) TO REAR | 11 | FUTURE 12" CABINET (12" WIDE X 12" TALL) TO REAR | 12 | FUTURE 12" CABINET (12" WIDE X 12" TALL) TO REAR | 13 | FUTURE 408 CABINET (34" WIDE X 26" DEEP X 80" TALL) |
|---|--|---|--|---|--|---|--|---|--|---|--|----|--|----|--|----|--|----|---|

ENLARGED SITE PLAN



metroPCS
FLORIDA, LLC.

PROJECT INFORMATION:

AT&T GGEF
SFL-766, SW5_266
7505 W 12TH AVENUE
HIALEAH, FL 33014
MIAMI-DADE COUNTY

CURRENT ISSUE DATE:

27 SEPTEMBER 2012

ISSUED FOR

DAS HUB LEASE EXHIBIT

REV. DATE: 11/11/11 DESCRIPTION:

NO.	DATE	DESCRIPTION
1	10-15-12	REMAIS LEASE EXHIBIT

SEAL:

PLANS PREPARED BY:



© 2013 KIMLEY-HORN AND ASSOCIATES, INC.
1920 HEKIVA WAY, SUITE 200
WEST PALM BEACH, FLORIDA 33411
(561) 845-0565
EPCF 5480000634

3481
3482

DRAWN BY

MM	LF	RF
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FLUCENSURE: =

PE 31100	STEWART
PE 6025	N. W. SCHAHEN
PE 5757	REPEIR
PE 7239	A. VICTORIA MARTIN

SECRET

SITE PLAN

BERLIN LEADS

C-1	0
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— KHA Job #3

041417157

EXHIBIT B-1

AUTHORIZED AREA

to the Agreement dated June 11, 2008, by and between City of Hialeah, as Owner, and MetroPCS Florida, LLC., a Delaware limited liability company.

The Premises are described and/or depicted as follows:

SEE ATTACHED

Notes:

1. This Exhibit may be replaced by a land survey of the Authorized Area once it is received by MetroPCS.
2. Setback of the Authorized Area from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, and mounting positions may vary from what is shown above.

CO-LOCATION WIRELESS COMMUNICATIONS
FACILITY LEASE AGREEMENT

This Consent Agreement ("Agreement") is made and entered into this 11 day of June, 2008 by and between the City of Hialeah, a municipal corporation of the State of Florida ("Owner" or "City"), and MetroPCS Florida, LLC, a Delaware limited liability company, its successors or assigns ("MetroPCS").

RECITALS

WHEREAS, City is the owner of certain real property located within McDonald Park, together with ingress and egress, located at 7505 West 12th Ave., Hialeah, Florida and legally described on Exhibit "A" attached hereto (the "Property").

WHEREAS, City and New Cingular Wireless PCS, LLC, (the Third amendment was erroneously entered into with Cingular Wireless LLC, a Delaware limited liability company) successor by merger to BellSouth Mobility LLC successor by conversion to Bell South Mobility, Inc, entered into that certain Lease Agreement, dated April 28, 1992 (as amended by the First Amendment dated March 1, 1993, the Second Amendment dated June 29, 1998 pursuant to Ordinance No. 98-80 and the Third Amendment dated December 17, 2004 pursuant to Ordinance No.04-85 and the Fourth Amendment dated February 4, 2008 pursuant to Ordinance and as same be further amended from time to time,(collectively the "Ground Lease" or "Prime Lease"); whereby Cingular leased a portion of the Property more particularly described therein (the "Property") for the purpose of constructing, operating and maintaining a communications facility and uses incidental thereto, including a 100 foot monopole and all necessary connecting appurtenances.

WHEREAS, MetroPCS desires to sublease from Cingular tower space to install, maintain and operate MetroPCS's communications facility.

WHEREAS, Section 4 of Ordinance No. 98-80, the Second Amendment to the Prime Lease requires any tenant co-locating on Cingular's communications tower to enter into a Lease Agreement with the City and further requires that any co-location rental payments shall be equally divided between Cingular and the City.

WHEREAS, MetroPCS desires to enter into a Lease Agreement with the City to permit the co-location of MetroPCS's communications facility within the Property.

WHEREAS, City desires to consent to MetroPCS's proposed Master License Agreement ("MLA") and Site Lease Agreement ("SLA") with Cingular subject to the terms and conditions hereinafter set forth, subject to approval by the City Council of the City of Hialeah, Florida;

NOW, THEREFORE, for and in consideration of the amounts enumerated below, the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and MetroPCS hereby agree as follows:

1. The foregoing Recitals are true and correct and are incorporated herein by reference.
2. City consents to (a) MetroPCS and Cingular entering into the Master License Agreement and Site Lease Agreement, dated _____, 200__ as same may be amended from time to time, (collectively the "Sublease"), whereby MetroPCS shall sublease from Cingular tower space for the installation, maintenance and operation of MetroPCS's communications facility ("Permitted Purpose") and (b) hereby agrees to enter into a Lease Agreement with MetroPCS as required by the Prime Lease.. In consideration of City's consent and this Lease of the property, within thirty (30) days after the date this Agreement is executed by both parties, MetroPCS agrees to make a one-time payment to City in an amount equal to Six Thousand Dollars and 00/100 Dollars (\$6,000.00) (the "Consent Fee") and to pay rent to the City in an amount equal to fifty per cent (50%) of the total amount due to Cingular, payable on a monthly basis ("Rental Fee"). In no event shall such rental fee be less than 50% of the amounts listed on Exhibit B to the Master License Agreement and incorporated herein. Any amounts due to the City shall take priority and be paid first before any amounts due to Cingular or any other entity.
3. Term. The parties agree that this Agreement shall commence upon execution by the Mayor of the City of Hialeah, after City Commission approval, and shall terminate as of the expiration date or earlier termination date of the Prime Lease or Termination clause of this Agreement, whichever occurs first.
4. The City covenants that it is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the parties hereto.
5. Use. City hereby grants to MetroPCS the privilege to use that portion of the Property shown on Exhibit "B" attached hereto ("Authorized Area") for the purpose of installing, constructing, operating and maintaining thereon the "Communications Facility" (as defined herein below) subject, however, to the terms and provisions of this Agreement, MetroPCS's use shall be non-exclusive and subject to the MIA and SLA agreements between MetroPCS and Cingular. "Communications Facility" is defined to include MetroPCS's antenna(s) to be installed on Cingular's Tower and all of MetroPCS's ground equipment to be installed adjacent to Cingular's leased premises, provided however that MetroPCS obtains approval for said Communications Facility from the City pursuant to the City Code. It is understood that MetroPCS shall not use the Property for any purpose other than the Permitted Purpose, and that the City retains the right to enter into additional non-exclusive Agreements with other communications providers to the Property, and further, reserves the right to use the Tower and Property for its own communications purposes, provided however, any further uses of the Tower and the Property by persons or entities other than the City shall not interfere with MetroPCS's use of same. City hereby further authorizes

MetroPCS, its successors and assigns for the Term, non-exclusive use of the Property in the location shown on Exhibit "B", or such other location as agreed to in writing between the parties, for pedestrian and vehicular ingress and egress to the Property and for the installation, operation and maintenance of utilities servicing the facilities installed upon the Authorized Area, provided that MetroPCS's access to the Property shall not disturb the City's use of the Property. MetroPCS shall have a right of access to its equipment and antennas, and shall have the right to run cables and wires under, over, and across the Property, as directed by the City, to connect MetroPCS equipment on the Tower to its equipment on the ground, and to its system. MetroPCS shall provide the City notice when it wishes to access its Communications Facility to change electric service, change the panel, or change the power distribution within or to the panel, and shall coordinate such access and work as reasonably directed by the City. MetroPCS recognizes that its rights to use the Property are non-exclusive and that the City's public safety communications system, and other communications systems, are, may or will be located on the Tower.

6. MetroPCS shall also pay when due all electric, water, sewer, gas, fuel and other utilities fees which are needed to serve the Communications Facility and in addition, shall pay if applicable, when due all other taxes, and other governmental exactions on the communications service or Communications Facility as are lawfully imposed.

7. Improvements; Utilities; Access.

a. MetroPCS shall have the right to install, maintain and operate within the Property such utilities (including, without limitation, electricity and telephone) necessary to serve the Communications Facility. The City shall have the exclusive discretion to approve or not approve the proposed location of all cables, wires, conduits, communications machinery, and other communications equipment and communications appurtenances which are installed in, over, under, or upon the Property. The parties recognize that MetroPCS may be required by the City to install underground its lines and conduits around structures or under vacant or paved areas, but not under buildings, and such routing shall not be considered as frustrating the intent and purpose of this Agreement. MetroPCS's equipment shall be installed in strict compliance with all applicable laws, ordinances and regulations.

b. MetroPCS at its expense, shall keep and maintain the Property and MetroPCS's Communications Facility in good condition and repair during the Term of this Agreement. The City shall have the right to grant other entities non-exclusive use of the Tower and Property for wireless communications providers or for governmental purposes. MetroPCS acknowledges its willingness to permit co-use of the Tower and Property for these purposes.

8. Termination.

This Agreement may be terminated, without any penalty or further liability, effective after the various notice periods described hereafter expire, as follows:

a. by City, if MetroPCS fails to cure a default for payment of amounts due under this Agreement within thirty (30) days after MetroPCS's receipt of written notice of default from City;

b. by City, if MetroPCS fails to comply with the interference or co-use requirements as required by the City, and same is not cured within fifteen (15) days of written notice from City to MetroPCS;

c. by City, on sixty (60) days written notice if MetroPCS has abandoned the Communications Facility or Tower, provided that MetroPCS shall have the opportunity to cure any claimed abandonment within such sixty (60) day period and thereby avoid termination. Abandonment shall be presumed if the Communications Facility is damaged and is not repaired for a ninety (90) day period, or if such facilities are not periodically maintained consistent with the customary and usual maintenance practices for such equipment in the industry;

d. by MetroPCS, on sixty (60) days prior written notice, if it is unable to obtain, maintain or otherwise forfeits any license, permit or other governmental approvals necessary for the construction or operation of the Communications Facility or MetroPCS's actual or intended use of the Authorized Area; or

e. by MetroPCS, on sixty (60) days prior written notice, if MetroPCS determines, in its reasonable discretion exercised in good faith, that based on (i) technology, (ii) interference with use of the Authorized Area resulting from the acts of any third party, an act of God or from other natural forces, (iii) changes in system design or system usage patterns; or, (iv) discovery of any matter of title or use restriction which creates a significant and immediate risk of preventing the continued use of the Authorized Area for the Permitted Purpose, MetroPCS's use of the Communications Facility is no longer consistent with the reasonable operation of MetroPCS's communications system; or,

f. By either party, if the other party defaults and fails to cure such default within thirty (30) days after written notice of such default is received by the defaulting party from the non-defaulting party; provided, however, that if such default is capable of being cured, but not within such 30 day period, this Agreement may not be terminated so long as the defaulting party commences appropriate curative action within such thirty (30) day period and thereafter diligently prosecutes such cure to completion as promptly as possible.

g. Upon termination of the agreement between MetroPCS and Cingular. In the event MetroPCS terminates this Agreement pursuant to this paragraph, MetroPCS shall be excused from paying any further Rental Fees after the later of the termination's effective date or the removal of all MetroPCS facilities from the property.

9. Indemnity and Hold Harmless. MetroPCS shall indemnify and hold harmless the City, and its elected officials, appointed officials, agents, subcontractors, assignees, and employees, from and against any and all claims, costs, losses, and damages, including but not limited to all fees and charges of engineers, attorneys, and other professionals, and all court or other dispute resolution costs, liabilities, expenditures, or causes of action of any kind arising from, or relative to, this Agreement, the acts or omissions of MetroPCS or its employees, or any of MetroPCS's contractors or agents, including negligent, reckless, willful, or intentional acts or omissions.

10. Assignment. MetroPCS may not assign this Agreement or transfer any of its rights under this Agreement without the City's prior written consent, provided that MetroPCS may assign this Agreement, without the City's consent, to its parent, subsidiary or any entity which acquires at least fifty-one percent (51%) of the assets of MetroPCS or to the financial lenders of MetroPCS.

11. Antennas and Equipment. MetroPCS's antennas and equipment shall remain personal to and the property of MetroPCS. At the termination or expiration of this Agreement, MetroPCS shall promptly remove its antennas and equipment, and repair any damage caused by such removal, and shall otherwise surrender the Property at the expiration of the Term, as same may have been extended, or the earlier termination thereof, in good condition, ordinary wear and tear, damage by fire and other casualty excepted.

12. Compliance with City Code. MetroPCS shall comply with all terms, conditions, and requirements of the Code of the City of Hialeah, Florida as amended from time to time. In the event this Agreement or any terms and/or conditions therein conflict(s) with any provision(s) of the City's Code the City Code provision(s) shall control.

13. No Waiver. Nothing herein shall be construed as a waiver of any of the City's rights under the Prime Lease and any amendments thereto nor shall anything herein be construed as a modification of any of Cingular's obligations under the Prime Lease, the City Code or applicable federal and state law.

14. Approval by City Commission. This Agreement shall not take effect until the City Commission of the City of Hialeah, Florida approves it at a duly-noticed public hearing.

15. Miscellaneous.

a. This Agreement may be recorded in the Public Records of Miami Dade County; however, the original shall be maintained by the City Clerk as a public record of the City of Hialeah, Florida.

b. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by the parties, and must bear the signature of the Mayor of the City of Hialeah, Florida.

c. There is ample and sufficient consideration to support each and every obligation of the Parties as set forth in this Agreement.

d. Each party hereto has had an opportunity to consult with and receive advice of legal counsel of their own selection prior to executing this Agreement, and this Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

e. This Agreement shall be construed in accordance with the laws of the State of Florida. If any term or provision of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

f. The parties agree that the terms of this Agreement and the obligations of the parties pursuant thereto shall be specifically enforceable, and may be enforced by injunctive relief.

g. The venue for any litigation arising out of, as a result of, relating to, or pertaining to this Agreement or the performance thereof, shall be in the Circuit Court for the Eleventh Judicial Circuit, in and for Miami Dade County, Florida or in the United States District Court for the Southern District of Florida, whichever Court will entertain jurisdiction.

14. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the party to be notified may have designated to the other by notice delivered in accordance with this paragraph):

Owner: City of Hialeah, Florida
c/o City Attorney
501 Palm Avenue
Hialeah, Florida 33010 -4789

Sublessee: MetroPCS
1000 Sawgrass Corporate Pkwy
Suite 400
Ft. Lauderdale, FL 33323
Attention: Leasing and Zoning Manager

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

[SIGNATURES ON NEXT PAGE]

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date first written above.

APPROVED AS TO FORM:

William Groblich
City Attorney

ATTEST:

[Signature]
City Clerk

WITNESSES

Dori Porche
Name: Dori Porche

Patti Leverette
Name: Patti Leverette

City of Hialeah, Florida

By:

Its:

[Signature]
Mayor

MetroPCS Florida, LLC

By:

Its:

[Signature]
Reg VP of Sales
5/12/08

Cingular is executing this Agreement in order to acknowledge the consent herein granted by the City of Hialeah, Florida to the Sublease with MetroPCS for space on Cingular's tower and ground space within the Property for the purpose of establishing MetroPCS's telecommunications facility at this site as required under the Prime Lease and all terms and conditions contained herein.

WITNESSES

Jamie B. Toney
Name: Jamie B. Toney

New Cingular Wireless PCS, LLC, a
Delaware limited liability company d/b/a
AT&T Mobility

By:

Name:

Its:

[Signature]
Neil Boyer
Director

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated _____, 2008, by and between the City of Hialeah, a municipal corporation of the State of Florida, as Owner, and MetroPCS Florida, LLC, a Delaware limited liability company.

The Land is described and/or depicted as follows:

Tract 47, less the West 35 feet and Tract 48, less the West 35 thereof, Florida Fruit Lands Company's Subdivision No. 1, according to the plat thereof as recorded in Plat Book 2, Page(s) 17, Public Records of Miami-Dade County, Florida.

Parcel ID: 04-2025-001-0470

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

MetroPCS Florida, LLC
1000 Sawgrass Corp. Parkway
Suite 400
Ft. Lauderdale, FL 33323
Site# MIA766 SW266 ground

EXHIBIT A.1

MEMORANDUM OF CO-LOCATION WIRELESS COMMUNICATIONS FACILITY LEASE AGREEMENT

This Memorandum of Agreement is entered into on this ____ day of _____, 2008, by and between the City of Hialeah, a municipal corporation, with an office at 501 Palm Avenue, Hialeah, Florida 33010 (hereinafter referred to as "Owner" or "City"), and MetroPCS Florida, LLC, a Delaware limited liability company, with an office at 1000 Sawgrass Corp. Parkway, Suite 400, Ft. Lauderdale, Florida 33323 (hereinafter referred to as "MetroPCS").

1. City and MetroPCS entered into a Co-location wireless communications facility lease agreement ["Agreement"] on the ____ day of _____, 200__, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The Agreement shall terminate as of the expiration date or earlier termination date of the Prime Lease or Termination clause of the Agreement, whichever first occurs and shall commence upon full execution of Agreement.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to MetroPCS (the "Authorized Area") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

OWNER:

City of Hialeah, a municipal corporation of the State of Florida

By: _____

Name: _____

Title: _____

Date: _____

Witness to City:

By: _____

Name: _____

By: _____

Name: _____

MetroPCS:

MetroPCS Florida, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

Witnesses to MetroPCS:

By: _____

Name: _____

By: _____

Name: _____

STATE OF _____

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

STATE OF _____

COUNTY OF _____

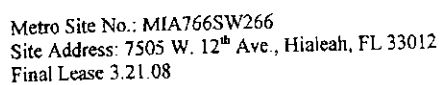
On _____, before me, _____, Notary Public, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

AUTHORIZED AREA



Grodnick, William M.

From: bobbycoyle@gmail.com on behalf of Robert Coyle [bobby@beboconsulting.com]
Sent: Wednesday, October 17, 2012 11:27 AM
To: Grodnick, William M.
Cc: Ferrera, Manuel; Bermudez, Pablo; Dziedzic, Joseph
Subject: MetroPCS Lease Area Expansion - Lease Exhibit for Review and Approval
Attachments: FL766, SW5-266 DAS HUB LE 10-15-12 - City of Hialeah McDonald Park.pdf

Good Morning,

See attached Lease Exhibit ("LE") which details MetroPCS's ("Metro") planned expansion at its site in McDonald Park. Metro currently leases 13 x 20 (260 sq ft) and we are interested in leasing an additional 13 x 17 (221 sq ft). Please approve the LE and we will begin to process construction drawings. During our site walk on September 24, City staff did not see any problems with the expansion. We would like to reach an expeditious resolution here so your replies with approval of the LE are greatly appreciated.

I will send a separate Lease Amendment to Mr. Grodnick for review and approval. Do not hesitate to contact me with any questions.

All The Best,
-Bobby Coyle
Bebo Consulting, Inc.
954.806.1717
www.beboconsulting.com

10/17/2012

Grodnick, William M.

To: Robert Coyle

Cc: Arce, Antonio

Subject: RE: MetroPCS Lease Area Expansion - Lease Exhibit for Review and Approval

Please give me a call. If you remember, there are two different agreements. First, there is a collocation agreement with the existing ground lease holder, T-Mobile to put facilities on the tower. Please note that this involves a \$6,000 consent fee plus an amount equal to 50% of rental fees charged by T-Mobile each year. Now, you want to add your own "ground furniture". This does not involve T-Mobile, but would represent two new locations (which I do not know if the City has seen where the second location will be) that are larger in size than the T-Mobile tower. The current rent from just one site (lesses in size than you initially request) is \$68,250 for this year plus an annual 5% increase. Now you have two locations. You need to enter into a separate ground lease with the City. The combined two locations, if the City approves the locations, could represent \$150,000 annual rent plus 5% increase each year. Bill

From: bobbycoyle@gmail.com [mailto:bobbycoyle@gmail.com] **On Behalf Of** Robert Coyle

Sent: Wednesday, October 17, 2012 11:27 AM

To: Grodnick, William M.

Cc: Ferrera, Manuel; Bermudez, Pablo; Dziedzic, Joseph

Subject: MetroPCS Lease Area Expansion - Lease Exhibit for Review and Approval

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All The Best,
-Bobby Coyle
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10/17/2012

Cellular Tower Sites - Payment Ledger

Note: All payments are deposited into Account No. 001.0000.362100 (Rents and Royalties)

Provider	Site	Site ID	2008 Payment	2009 Payment	2010 Payment	2011 Payment	2012 Payment
T-Mobile Note: 4% Annual Increase	Babcock Park	6MD1177A	\$ 30,416.32 Paid 8/8/08 per General Ledger	\$ 31,632.97 Paid 8/7/09 per General Ledger	\$ 32,898.29 Paid 8/16/2010 (Ref #267557)	\$ 35,582.79 Paid 08/12/11 (Check # 2384771)	
T-Mobile Note: 5% Annual Increase	Bright Park	6MD1322A	\$ 34,728.75 Paid 12/3/08 (Check #1327960)	\$ 36,465.19 Paid 12/2/09 (Check #1628064)	\$ 38,288.45 Paid 12/3/10 (Check #1917429)	\$ 40,202.87 Paid 12/3/10 (Check #1917429)	
T-Mobile Note: 5% Annual Increase	Goodlet Park	6MD1201A	\$ 34,728.75 Paid 4/3/08 (Check #1106974)	\$ 36,465.19 Paid 4/1/09 (Check #1432748)	\$ 38,288.45 Paid 4/8/10 (Check #1724843)	\$ 40,202.87 Paid 5/27/11 (Check #2011423)	\$40,213.02 Paid 5/20/2012 (Check #225945)
T-Mobile Note: 5% Annual Increase	O'Quinn Park	6MD1231F	\$ 36,750.00 Paid 5/9/08 per General Ledger	\$ 38,587.50 Paid 5/4/09 (Check #1457953)	\$ 40,516.88 Paid 5/3/10 (Check #1751052)	\$ 42,542.72 Paid 5/27/11 (Check #2039875)	\$40,669.88 Paid 4/22/12 (Check #2317654)
AT&T Note: 5% Annual Increase	McDonald Park	MIA766SW266	\$ 56,156.39 Paid 11/6/08 per General Ledger	\$ 58,964.21 Paid 11/16/09 per General Ledger	\$ 61,912.42 was paid to Suntrust Account	\$ 65,008.04 Paid 10/24/11 (Check # 3314837882)	
Sprint/Nextel Note: 5% Annual Increase	McDonald Park	M160XC263C	\$ 36,750.00 Paid 5/30/08 per General Ledger	\$ 38,587.50 Paid 6/1/09 (Check #11002270)	\$ 40,516.88 Paid 5/25/10 (Check #11437769)	\$ 42,542.72 Paid 5/27/11 (Check #11864713)	
MetroPCS Note: 38.343.00 Annually or \$69.25 Monthly	McDonald Park	MIA766SW266	\$ 6,000.00 Paid 11/10/08 (Check #44011654)	\$ 11,505.27 Paid 10/21/2009 (Ref#253213)	\$ 9,733.50 monthly installments paid 695.25	\$ 7,647.75 as of 1/5/12 (Check #) currently paid mthly installmt 695.25	\$2,085.75
Clear Wire Legal Goodlet Park Note: 5% Annual Increase	Goodlet Park	6MD1201A			\$ 6,000.00 Payment Received, # 00258787	Terminated (No termination fee) monthly payments, out of 7,650.00	
Clear Wire Legal McDonald Park Note: 5% Annual Increase	McDonald Park	MIA766SW266			\$ 6,000.00 Payment Received, #237092	\$ 3,250.00 monthly payments, out of 7,800.00	
Clear Wire Legal McDonald Park Note: 5% Annual Increase	McDonald Park	FL MIA 3048				\$650.00 Paid 11/25/2011 (109-430)	\$8,450 Paid 10/25/2012 (Check #23125650)
						\$40,202.87 Paid 11/18/2011 (2203692) Site ID 6MD1322A	

BUS BENCHES CLEARCHANNEL

Paid 09/28/2012 (Check 0071302063)	\$19,897.79
Paid 09/28/2012 (Check 0071302063)	\$19,897.79
Paid 09/28/2012 (Check 0071302063)	\$19,897.79

Grodnick, William M.

To: Robert Coyle

Cc: Arce, Antonio

Subject: RE: MetroPCS Ground Lease w/ Hialeah @ McDonald Park - Additional Space Needed

I stand corrected. I understand that it is one location only--221 additional square feet. I also accept that the ground lease does not include a tower, therefore the amount will be different than that of AT&T. Tony Arce, the City's Telecommunications Manager has no objection to the proposed expansion subject to the negotiated fee etc. You can proceed with construction plans. Bill

From: bobbycoyle@gmail.com [mailto:bobbycoyle@gmail.com] **On Behalf Of** Robert Coyle

Sent: Wednesday, October 17, 2012 3:26 PM

To: Grodnick, William M.

Subject: Fwd: MetroPCS Ground Lease w/ Hialeah @ McDonald Park - Additional Space Needed

See previous email which outlines the language showing Metro also leases ground space from Hialeah.

Best,

-Bobby Coyle

Bebo Consulting, Inc.

954.806.1717

www.beboconsulting.com

----- Forwarded message -----

From: Robert Coyle <bobby@beboconsulting.com>

Date: Fri, Sep 14, 2012 at 4:50 PM

Subject: Re: MetroPCS Ground Lease w/ Hialeah @ McDonald Park - Additional Space Needed

To: wgrodnick@hialeahfl.gov

Mr. Grodnick,

Good afternoon. Upon a more detailed review of the Co-Location Wireless Communications Facility Lease Agreement ("Lease") by and between MetroPCS and The City of Hialeah I feel Metro would work directly with the City for the additional ground space. According to Paragraph 5 of the Lease: *"City hereby grants to MetroPCS the privilege to use that portion of the Property shown on Exhibit "B" attached hereto for the purpose of installing, constructing, operating, and maintaining thereon the "Communications Facility...." "Communications Facility is defined to include all of MetroPCS's ground equipment to be installed adjacent to Cingular's (AT&T) leased premises..."*

From what I read Metro leases the land from The City of Hialeah and lease tower space from AT&T. Metro would like to schedule a walk at the tower site next Friday with a City representative to go over the options. We currently lease a 13 x 20 area and would need roughly the same space. In return the Lease would be amended and rent increased.

Please advise at your earliest convenience and do not hesitate to contact me with any questions. I

10/17/2012

greatly appreciate your time and help on this matter.

All The Best,
-Bobby Coyle
Bebo Consulting, Inc.
954.806.1717
www.beboconsulting.com

On Wed, Sep 5, 2012 at 11:24 AM, Robert Coyle <bobby@beboconsulting.com> wrote:
Mr. Grodnick,

Good morning. Have you had the opportunity to review the email below? By leasing the additional space Metro will have to increase it current rent, which will provide the City with additional revenue. Please review and call me at your earliest convenience to schedule a time when we can visit the site to determine which area will work best.

Thank You,
-Bobby Coyle
Bebo Consulting, Inc.
954.806.1717
www.beboconsulting.com

On Thu, Aug 23, 2012 at 3:15 PM, Robert Coyle <bobby@beboconsulting.com> wrote:

Mr. Gradnick,

Good afternoon. My name is Bobby Coyle and I am working with MetroPCS to help facilitate the leasing of additional space for its site at 7505 West 12th Avenue in Hialeah (McDonald Park). Metro leases tower space from ATT Tower at this site and has a separate lease with the City of Hialeah for ground space . Because we are looking to lease additional space I wanted to talk with you for a minute to go over the details. Give me a call at your earliest convenience to discuss the most efficient way to move forward.

Thank You,
-Bobby Coyle
Bebo Consulting, Inc.
954.806.1717
www.beboconsulting.com